vidual the determination of the means to be employed. *Carpenter* v. *Easton R. R.* (1877) 28 N. J. Eq. 390; *Village of Kenesaw* v. *Chicago etc. R. R.* (1912) 91 Neb. 619, 136 N. W. 990. Thus uncertainty as to the proper method by which a carrier may remove the discrimination, *i. e.*, by lowering the interstate rate, raising the intrastate rate, or by taking a mediate position, is permissible. *American Exp. Co.* v. *Caldwell, supra,* 625. In the instant case, however, the uncertainty of the order would permit it to be annulled on both the above grounds: as beyond the commission's jurisdiction; and as failing properly to specify the action to be taken.

ADMIRALTY—SALVAGE OF NEUTRAL VESSEL BY NAVAL FORCES.—A Swedish vessel with a cargo belonging to the French government was halted by a German submarine, the crew abandoning the vessel. Two British trawlers, on official patrol duty, routed the submarine, and upon the refusal of the master and crew to return to the ship, towed it to a port of safety. *Held,* the officers and crew were, as against the vessel, entitled to salvage. *The Carrie* [1917] P. 224.

Since the purpose of salvage is to encourage the saving of property at sea by those who are under no duty to do so, it follows that where such duty is present there can be no salvage award. Kennedy, Civil Salvage (2nd ed.) 28, *et seq.* But the disability to earn salvage is limited to the extent of the duty, so that where a seaman, *The Two Friends* (1799) 1 C. Rob. 271, 278, passenger, *Towle* v. *The Great Eastern* (D. C. 1864) 24 Fed. Cas. No. 14,110, pilot, *Akerblom* v. *Price* (1881) 7 Q. B. D. 129, or public officer, *Le Tigre* (1820) 15 Fed. Cas. No. 8,281, goes beyond the obligation imposed upon him either by law or by contract, he is entitled to occupy the position of a salvor. Undoubtedly, there exists a certain amount of services which a warship must give to merchantmen of its own nationality, *The Francis and Eliza* (1816) 2 Dods. 115; *Smith* v. *The Josephine* (D. C. 1847) 22 Fed. Cas. No. 13,069, aff'd. *The Josephine* (1851) 13 Fed. Cas. No. 7,546, but where the services go beyond such limits, the officers and crew are entitled to salvage. *The Cargo ex Ulysses* (1888) 13 Prob. Div. 205. Salvage has been allowed to war vessels for services to ships of other nationalities, *Robson* v. *The Huntress* (C. C. 1851) 20 Fed. Cas. No. 11,971, and this principle has been properly applied in the instant case. Ordinarily, rescuing a ship from capture, is governed by the rule of military salvage, but where, as in the principal case, the ship is rescued both from perils of the enemy and from perils of the sea, civil salvage may also be allowed. *The Louisa* (1813) 1 Dods. 317.

BANKS AND BANKING—DEPOSIT FOR A SPECIAL PURPOSE.—A railroad deposited money with defendant bank for the purpose of paying the interest on the bonds of a certain date to the holders of the bonds. The deposit was known as "Coupon Account". There were several deposits under the same account. The bank defends an action by the receiver of the railroad to recover the balance of the money as assets of the corporation, on the ground that the deposits were "special" and resulted in a trust for the benefit of the bondholders. *Held,* the receiver could recover since there was only a debtor and creditor relation between the bank and its depositor. *Noyes* v. *First National Bank* (App. Div. 1st Dept. 1917) 167 N. Y. Supp. 288.

The ordinary relationship between a bank and its depositor, arising from a deposit of money in a bank depends, in the absence of an expressed intention, upon business usage. If the parties intend that the identical bills or coin deposited are to be returned, *Fogg* v. *Tyler* (1912) 109 Me. 109, 82 Atl. 1008, or if there is an agreement that the money be held in trust by the bank, *Madison Trust Co.* v. *Carnegie Trust Co.* (1915) 215 N. Y. 475, 109 N. E. 580, the deposit is "special", and the bank is a bailee or a trustee. *Rogers etc. Works* v. *Kelly* (1882) 88 N. Y. 234. But if the bank accepts a deposit in the usual course of business, it becomes a debtor and the depositor a creditor, since the bank is tacitly permitted to mingle the money with its own funds, and the obligation is to return a like amount on demand. *Foley* v. *Hill* (1848) 2 H. L. C. *28. Moreover, banks are in business for the purpose of using the money of their customers for the benefit of the bank, which fact ordinarily would preclude the implication of a trust. See *Foley* v. *Hill, supra.* A difficulty arises, however, where there is a deposit for a particular purpose, as to meet a note. Such a transaction, it is submitted, should not be distinguished from the ordinary general deposit, for the bank still intends to use the money and to pay out a like amount in accordance with the instructions given. *In re Barned's Banking Co.* (1870) 39 L. J. Ch. 635; see *Bank* v. *Higbee* (1885) 109 Pa. 1308; 1 Morse, Banks & Banking (5th ed.) § 210. It can at most give rise to a superadded contract which prevents the use of the debt due for any other purpose. *Dolph* v. *Cross* (1911) 153 Iowa 289, 133 N. W. 669. But some jurisdictions, especially New York, have held that a deposit for a particular purpose conclusively shows an intention that the bank should become a fiduciary and keep the identical bills for the purpose designated. *Titlow* v. *Sundquist* (C. C. A. 1916) 234 Fed. 613; *Holland Trust Co.* v. *Sutherland* (1904) 177 N. Y. 327, 69 N. E. 647. Such a conclusion would result in holding a bank and the cashier guilty of embezzlement or larceny if the money deposited were paid out. *People ex rel. Zotti* v. *Flynn* (1909) 135 App. Div. 276, 120 N. Y. Supp. 511; *cf. People* v. *Meadows* (1910) 199 N. Y. 1, 92 N. E. 128. This rule has been rightly limited, it seems, to a single deposit for a special purpose; but where, as in the instant case, there are several deposits over a long space of time, though for a single purpose, there could be no such intention to hold the identical moneys for the purpose, and the ordinary relationship of debtor and creditor has been held to have arisen. *Staten Island etc. Club* v. *Farmers' Loan & Trust Co.* (1899) 41 App. Div. 321, 58 N. Y. Supp. 460.

CARRIERS—INTERSTATE COMMERCE—CONSIGNOR'S RIGHT TO RECOVER FOR OVERCHARGES.—The Interstate Commerce Commission, having found the rate charged for the transportation of hardwood lumber excessive, ordered a reduction in price and reparation to the paties injured to the extent of the excess. In an action by the plaintiff, consignor, to recover the amount due, *held,* that even though the increased rate may ultimately have been borne by the purchaser of the goods and not by the plaintiff, yet he may recover from the carrier. *Southern Pacific Co.* v. *Darnell-Taenzer Lumber Co.* (1918) 38 Sup. Ct. 186.

Upon the establishment by the carrier of a schedule of tariffs in conformity with the Interstate Commerce Act, the transportation rate to be charged ceases to be a matter for negotiation. *Baltimore & Ohio R. R.* v. *La Due* (1908) 128 App. Div. 594, 112 N. Y. Supp. 964; *Texas*